

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 11

2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 31 Aug. 2000		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY US Army Engineer District, Philadelphia Wanamaker Building, Rm 643 100 Penn Square East Philadelphia, PA 19107-3390		CODE		7. ADMINISTERED BY (If other than Item 6) See Block 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. DACW61-00-B-0032			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 14 Aug. 2000			
				10A. MODIFICATION OF CONTRACTS/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers tended. ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Design, Construct, Test and Deliver One Steel Floating Crane (Anchor Handling Barge)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above numbered solicitation is amended as follows:

- Section C, Specifications: Pages C-6, C-8, C-14, and C-41 are deleted in their entirety. Substitute with the attached pages numbered C-6, C-8, C-14, and C-41 annotated Amendment 0002.
- Section I, Contract Clauses: Pages I-80 through I-83, attached, annotated Amendment 0002 are hereby incorporated.
- Section L, Instructions, Conditions, and Notices to Bidders: Page L-4 is deleted in its entirety. Substitutes with the attached page numbered L-4, annotated Amendment 0002.

Bidders should acknowledge receipt of this Amendment by annotating block 14 of the Standard Form 33. Failure to acknowledge the amendment may cause rejection of the bid.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

C000 GENERAL

The Army Corps of Engineers, Marine Design Center, (MDC), is issuing this conceptual Invitation For Bids (IFB), to procure and contract all services (Engineering and Design, Construction, Testing and Delivery) for the acquisition of one new Anchor Handling Barge for the St. Louis District (CEMVS). The non-self propelled barge with 60-kp capacity pedestal-mounted revolving crane on the fore deck shall be of welded steel construction.

The Contractor assumes complete responsibility for building the vessel, according to this Specification and the documents that are called for in this procurement, to meet the requirements of this contract. Should the Contractor determine at any time that he is unable to fulfill his Contract responsibilities, he shall notify the COR immediately with a proposed manner of correction.

C001 MISSION STATEMENT

The vessel will perform year-round maintenance and attendant service on the inland rivers in the upper Mississippi River valley. The vessel shall be designed to operate in temperatures from 5-degrees F below zero to maximum of 92-degrees F db 75-degrees F wb.

The barge will be maneuvered by a push boat and perform 6,000-pound anchor handling operations for the Dredge Potter. Lifting operations will be quasi-static in still water. The vessel will also be required to handle 55-foot long dredging pipe and perform maintenance operations at the St. Louis service base, including lifting 24-kp launch boats. The anchors, dredging pipe, and launch boats noted above are presently owned by the Government and are not a part of this contract.

The vessel must provide good visibility from the push boat to the important work areas of the deck and over the bow.

C003 DESIGN STANDARDS

The anchor-handling barge shall be fabricated to meet, or exceed, the minimum regulatory requirements set forth in the following:

- American Bureau of Shipping (ABS) "Rules for Building and Classing Steel Vessels for Service in Rivers and Intracoastal Waterways".
- American Bureau of Shipping (ABS) "Rules for Building and Classing Steel Vessels":
 - Material requirements
 - Welding requirements

ABS certification shall include the crane pedestal, up to and including the rotating bearing.

C005 DESIGN PROGRESSION

The drawings of the anchor-handling barge included with this specification, represent a "Concept Design" for the subject vessel. General arrangements have been engineered sufficiently to verify feasibility, and to achieve an adequate level of confidence that the anchor handling barge design can be developed to meet the performance, operational requirements and the design objectives stated in this IFB. Neither the American Bureau of Shipping (ABS) nor the U.S. Coast Guard (USCG) has reviewed the concept drawings.

Based on the concept design and prior to the start of construction, the Contractor is required to complete a Detail Design of the vessel and submit that Design to the Government and the Regulatory Agencies for review and approval

To ensure that minimal design effort is wasted, a preliminary assessment of vessel strength, stability and arrangements will be made based on the Contractor's initial selection of equipment, refined arrangements, structural grid definition, scanting calculations, midships section drawing, section modulus calculation, structural design of deck and crane pedestal, weight estimate based on selected equipment and midships section take-offs, and stability analysis. These drawings/documents shall be available for review and acceptance at the preliminary design milestone meeting held at Contractor's facility not to last more than two days. The Preliminary Design Milestone Meeting will be an event that takes place early in Phase II. The Contractor shall provide the scheduled date for the preliminary design milestone meeting during the PLANNING phase of the contract and include the milestone on the ENG 2454 included in his Planning Phase submittals. Not less than ten calendar days prior to the scheduled meeting date, the Contractor shall confirm the meeting date with the COR. If vessel balances and meets the specification requirements, the Contractor may proceed with the Detailed Design. If not, adjustments will be made at this stage of the progressive design spiral.

The Contractor is required to perform design and engineering, such as the development of piping and cable routings, structural plans, foundations, detailed arrangements, Detailed Design Drawings, complete materials lists, purchase specifications, shop drawings, construction details, regulatory body submittals, "as built" drawings, and other technical details required by the contract or necessary to support his administration, operation, and production practices.

Detailed submittals for review by Regulatory Agencies and ABS (for compliance with classification and certification requirements), inspection, testing, classification, and all associated costs are the responsibility of the Contractor.

C006 VESSEL IDENTIFICATION

The crane manufacturer shall design and fabricate the boom support. The barge manufacturer will design and fabricate the top of the house to provide adequate strength for the installation of the boom support, which the barge manufacturer will undertake. In the scaming drawing of the boom support, the crane manufacturer shall provide the design loads imposed on the house top of the barge by the boom support.

The configuration and location of the boom rest shall take into consideration:

- the routing of the crane wires, and shall be adequate not to cause interference with the wires.
- that the local strength of the boom in way of the support is appropriate to prevent damage to the boom.
- that the support shall be mounted on the deckhouse top, which is located forward of the crane, beginning 68'-6" from the center of rotation of the crane and extending a minimum of 20 feet forward (the exact dimensions have not yet been determined). The boom support may be located anywhere along the length of the deckhouse top. The deckhouse top is 10'-0" above the deck.

C339 TANKS

All fluid tanks shall be fabricated of stainless steel, and shall include a fluid level indicator.

The design and construction of the fuel oil tank shall consider the top, bottom and side stiffeners to be located inside the tank to optimize space around the tank and the bottom shall be sloped to the drain for ease of clean up and to reduce maintenance.

The fuel oil tank shall be of adequate capacity to provide for at least 60 hours of continued operation of the crane, at 75% full power.

C500 SPECIAL FEATURES**C540 CRANE FEATURES AND PERFORMANCE**

The crane shall be a standard proven commercial duty cycle crane, designed and fabricated for multipurpose heavy duty construction work, modified as needed to meet or exceed the performance characteristics and the requirements of this specification.

Crane power:

The crane shall be capable to operate completely independent on its own diesel power. The slewing, boom luffing and hoisting drives shall be independent. The crane shall be capable to slew, boom and hoist at the same time. The hydraulic system maximum working pressure shall not exceed 5100 psi. The lowest maximum operating pressure is desirable. The use of synthetic hydraulic fluid that is environmentally friendly is desirable.

Crane Swing Mechanism:

The swing mechanism shall have a minimum of two drives of sufficient power to rotate the crane for all rated loads and booms radius, including capability to swing up-hill with the maximum rated test load, when the crane has a maximum adverse 3 degree crane list inclination.

The crane slewing speed shall be from 0 to 2 rpm in the horizontal platform mode, with continuous variable speed control, and with smooth start and stop. Positive swing locking capability in both directions.

Upon return of the swing control lever to the center (neutral) position, the braking device shall not engage in a manner to abruptly arrest the swing motion; the automatic swing brake must be capable of controlled smooth deceleration to a stop.

Main Hoist:

The crane main hoist shall be capable to lift 50 sTons, fully revolving, at a reach of 60' measured from the center of rotation of the crane, with a 3 degree crane list left or right of the vertical. No specific crane capacity is specified at the lower radiuses, however, a crane with a load capacity curve providing highest capacity is desirable, up to a maximum of 90 sTons.

The main hoist hook speed in general lifting operating mode shall be from 0 to 60 feet per minute for the required 50 sTons lift. Positive locking device and power down capability shall be provided.

It is desirable that the main hoist is rigged and ready to operate at all times in any operating scenario, and that changing the line and rigging are not required from the lifting mode to duty cycle work and from duty cycle back to lifting.

It is desirable that the sheaves diameter, the hoist drum width and the drum diameter are of the greatest size to increase rope life.

It is expected that the lifting block will be used to handle the pile driving leads, raising or lowering depending on the length of piling to be driven.

Boom Jib Extension and Auxiliary Hoist:

The main function of the auxiliary hoist is personnel handling, and shall have a dedicated drum hoist mounted anywhere on the crane and line.

A removable boom jib extension (10 feet long), with an auxiliary hoist line shall be provided bolted to the boom tip.

The auxiliary hoist shall be capable to lift 5 sTons at any reach.

The auxiliary hoist hook speed shall be from 0 to 60 feet per minute.

It is desirable that the sheave diameter, hoist drum width and drum diameter are of the greatest size to increase rope life.

One electric-rewind hose reel shall be included as per contract drawing. The hose reel shall be similar to HANNAY Model 7526 7522-30-31EP, equipped with - 1/2 HP-110V-1 phase motor, gear, and auxiliary crank. Type of roller and swivel provided with the hose reel shall be suitable for the actual installation. The reel shall be furnished with 100 feet of 1-inch hose.

The hose reel shall be enclosed by a containment coaming as shown on the contract drawing.

The fuel supply lines to generator diesel engine shall be equipped with flexible hoses, and RACOR filter/separator in addition to the engine-mounted fuel oil filters.

Drip pans shall be provided under all fuel consumers and wherever fuel oil drips can be expected.

Pipes subjected to static head from a tank shall have positive closing valves near the tank with remote operators to the main deck, operable from outside the house.

Valves on the outside of the main tanks shall be remotely operable from a safe and readily accessible location outside the space. All valves must have local controls in addition to any remote operators required.

The fuel oil transfer pump shall have local (to the pump) and remote controls for start-stop. The remote start-stop controls shall be located at the hose reel.

C635 LUBE OIL SYSTEM

There will be no permanent Lube Oil System; however, a 55-gallon barrel with a hand-operated barrel pump shall be provided in the Machinery Room.

The Contractor shall ensure that the diesel generator engines and the engine on the crane use the same grade of lube oil.

For disposal of dirty lube oil, refer to Waste Oil System, Clause C637.

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998)

(a) Definitions.

As used in this clause--

(1) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(2) Specialty metals means--

(i) Steel--

(A) Where the maximum alloy content exceeds one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) That contains more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(b) The Contractor agrees that any specialty metals incorporated in articles delivered under this contract will be melted in the United States, its possessions, or Puerto Rico.

(c) This clause does not apply to the extent that--

(1) The Secretary or designee determines that a satisfactory quality and sufficient quantity of such articles cannot be acquired when needed at U.S. market prices;

(2) The specialty metal is melted in a qualifying country or is incorporated in an article manufactured in a qualifying country;

(3) The acquisition is necessary to comply with agreements with foreign governments requiring the United States to purchase supplies from foreign sources to offset sales made by the U.S. Government or U.S. firms under approved programs; or

(4) The specialty metal is purchased by a subcontractor at any tier.

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. sources from competing for subcontracts under this contract.

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES. (MAY 1999)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico --

- (1) Food;
- (2) Clothing;
- (3) Tents, tarpaulins, or covers;
- (4) Cotton and other natural fiber products;
- (5) Woven silk or woven silk blends;
- (6) Spun silk yarn for cartridge cloth;
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;
- (8) Canvas products;
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or
- (10) Any item of individual equipment (Federal supply Classification 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply --

(1) To supplies listed in FAR section 25.106(d)(1), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;

(3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(4) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end item that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(a) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(a) Definitions.

As used in this clause--

(1) Components means those articles, materials, and supplies directly incorporated into end products.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind--

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(4) Nonqualifying country end product means an end product that is neither a domestic end product nor a qualifying country end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means an item mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d) in a manner that will encourage a favorable international balance of payments by providing a preference to domestic end products over other end products, except for end products which are qualifying country end products.

(c) The Contractor agrees that it will deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product will be supplied requires the Contractor to deliver a qualifying country end product or a domestic end product.

(d) The offered price of qualifying country end products should not include custom fees or duty. The offered price of nonqualifying country end products, and products manufactured in the United States that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, when the Buy American Act is applicable, each nonqualifying country offer is adjusted for the purpose of evaluation by adding 50 percent of the offer, inclusive of duty.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

52.214-12 PREPARATION OF BIDS (APR 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm, fixed-price contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Robert Sharametow, US Army Engineer District, Philadelphia, Wanamaker Bldg, Rm 643, 100 Penn Square East, Philadelphia, PA 19107-3390.